

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. HR-05-364 - 10/14/04		BPA NO.																			
2. CONTRACT NO. NRC-38-05-364		3. AWARD/EFFECTIVE DATE 07/25/2005		4. ORDER NO.		5. SOLICITATION NO. RS-HR-05-364																			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROLYN A. COOPER		b. TELEPHONE NO. (No Collect Calls) CAROLYN A. COOPER		8. SOLICITATION ISSUE DATE 12/1704																			
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 611430 <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: 500 employees <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)																					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A																			
15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Human Resources Mail Stop T-3-D-45 Washington DC 20555				16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555																					
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-38-05-384 Washington DC 20555		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM																			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">19. ITEM NO.</th> <th style="width:50%;">20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width:10%;">21. QUANTITY</th> <th style="width:10%;">22. UNIT</th> <th style="width:10%;">23. UNIT PRICE</th> <th style="width:10%;">24. AMOUNT</th> </tr> </thead> <tbody> <tr> <td></td> <td>This is an indefinite quantity/indefinite delivery type contract for "Leadership Training and Development" services as described in the statement of work at the rates listed in the Schedule of Items and Prices (see Section B of the contract.)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5"></td> <td style="text-align: right;">\$613,600.00</td> </tr> </tbody> </table>								19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		This is an indefinite quantity/indefinite delivery type contract for "Leadership Training and Development" services as described in the statement of work at the rates listed in the Schedule of Items and Prices (see Section B of the contract.)										\$613,600.00
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25. ACCOUNTING AND APPROPRIATION DATA 5-8415-5C1-116 T-8438 252A 31X0200 Obligate: \$123,000						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$613,600.00																			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.																			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:																					
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Mary Ann Wilkinson</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Carolyn A. Cooper</i>																					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mary Ann Wilkinson, Pres.		30c. DATE SIGNED 7/26/05		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mary H. Pace Contracting Officer		31c. DATE SIGNED 7/22/2005																			

 AUTHORIZED FOR LOCAL REPRODUCTION
 PREPARED BY: ADM001

SISP REVIEW COMPLETE

 STANDARD FORM 1449 (REV. 2005)
 Prescribed by GSA - FPMR (41 CFR) 101-11.6

ADM002

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SECTION B - CONTINUATION BLOCK**B.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$613,000.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$123,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.2 SCHEDULE OF ITEMS AND PRICES**B.2.1 BASE YEAR****EXISTING COURSES**

Course Title	Hqs.	RI	RII	RIII	RIV	Unit Price	Total Est. # of Courses	Total Est. Costs
Coaching & Counseling Skills for Managers - 2 days								\$11,898.24
Coaching and Mentoring Workshop - ½ day								\$ 2,459.84
Conducting and Participating in Meetings - 2 days								\$23,996.48
Effective Communications for NRC Inspectors - 3 days								\$26,257.26
Facilitation Techniques - 2 days								\$ 5,999.12
Gathering Information Through Interviews For Inspectors - 2 days								\$23,996.48
Human Resources Management Practices - 2 days								\$20,996.92
Interviewing Skills and Techniques for Recruiters - 1 day								\$1,850.17
Leading NRC Inspection Teams - 2 days								\$5,999.12
Leading NRC Work Teams - 2 days								\$5,999.12
Management Workshop - 2 days (includes 360 degree survey instrument)								\$6,909.12

Managing Change - 2 days						\$5,999.12
Media Training Workshop* - 2 days (two instructors)						\$37,530.40
Negotiation Techniques: How To Gain Agreement - 2 days						\$11,998.24
Performance Appraisal Refresher - ½ day (a.m./p.m. back-to-back, same day sessions)						\$14,759.04
Performance Appraisal Workshop - 1 day						\$12,951.19
Public Outreach Meetings* - 2 days						\$20,996.92
Selection Interviewing Workshop - 2 days						\$ 5,999.12
Supervising Human Resources - 5 days						\$29,173.76
Team Building (Includes MBTI Instrument) - 3 days						\$14,491.38
Totals						\$290,461

*NOTE: The NRC will provide the videotaping services required under these two courses. A maximum of 12 participant handbooks will be required for Media Training Workshop.

ADDITIONAL PARTICIPANT HANDBOOK UNIT PRICES

COURSE DURATION	UNIT PRICE
1/2-DAY	
1-DAY	
2-DAY	
3-DAY	
5-DAY	

LEADERSHIP AND SENIOR EXECUTIVE SERVICE CANDIDATE DEVELOPMENT PROGRAMS

Leadership/SES Candidate Development Program**	Estimated # of Units	Cost Per Unit	Total Est. Costs LPP/SES CDP
LPP			\$22,226.94
SES CDP			\$38,657.92
Coaching			\$28,965.51
Materials for SES CDP or LPP***			\$15,001.00
TOTAL LPP/SES CDP			\$104,851.37

**It is preferred that the contractor provide one facilitator to conduct each of the programs for continuity.

***Additional LPP/SES CDP Materials Unit Price \$331.16 each

MAJOR REVISIONS TO EXISTING COURSES

Course Duration	Est. No. of Major Revisions to Current Courses	Est. No. of Development Days for Rev. Current Courses	Daily Labor Rate (Unit Cost)	Total Estimated Costs
1/2 - day				\$0.00
1-day				\$0.00
2-day				\$44,850.00
3-day				\$ 9,202.68
5-day				\$11,560.95
TOTAL				\$65,613.63

NEW COURSE DEVELOPMENT

Est. # of New Course Developed Per Year - 2-day Course	Est. # of Dev. Days Per New Course	Total Est. # of Dev. Days Per Year	Daily Labor Rate (Unit Cost)	Total Estimated Costs for New Course Development
				\$23,737.20
				\$23,737.20

PILOT FOR NEW AND REVISED COURSES

Course Duration	Est. No. of New Pilot Courses	Est. No. of Revised Pilot Courses	Daily Labor Rate (Unit Rate)	Total Estimated Costs
½ - day				\$.00
1-day				\$.00
2-day				\$ 7,555.04
2-day				\$22,665.12
3-day				\$ 5,262.84
5-day				\$ 7,771.96
TOTAL				\$43,254.96

WEB-BASED COURSES

Activity	Estimated # of Courses	Estimated # of Development Days per Course	Unit Price	Total Est. Web-Based Training Costs
Development of Web-Based Course (2-hour course)				\$45,172.75
TOTAL				\$45,172.75

TRAVEL COSTS

Regions	Estimated No. of Trips	Est. Average Cost per Round Trip (including per diem)	Total Estimated Travel Costs
Headquarters		\$ N/A	\$.00
Region I			
Region II			\$ 9,457.50
Region III			\$ 8,105.04
Region IV			\$10,789.00
LPP/SES CDP		\$ N/A	\$.00

Pilot New Courses		\$ N/A	\$.00
Total			\$40,509.16

TOTAL ESTIMATED COSTS BASE YEAR

\$613,600.00

B.2.2 OPTION YEAR ONE

Course Title	Hqs.	RI	RII	RIII	RIV	Unit Price	Total Est. # of Courses	Total Est. Costs
Coaching & Counseling Skills for Managers - 2 days								\$12,358.20
Coaching and Mentoring Workshop - ½ day								\$ 2,533.64
Conducting and Participating in Meetings - 2 days								\$24,716.00
Effective Communications for NRC Inspectors - 3 days								\$27,045.00
Facilitation Techniques - 2 days								\$ 6,179.10
Gathering Information Through Interviews For Inspectors - 2 days								\$24,716.40
Human Resources Management Practicos - 2 days								\$21,626.85
Interviewing Skills and Techniques for Recruiters - 1 day								\$ 1,905.68
Leading NRC Inspection Teams - 2 days								\$6,179.10
Lending NRC Work Teams - 2 days								\$6,179.10
Management Workshop - 2 days (Includes 360 degree survey instrument)								\$7,116.40

Managing Change - 2 days						\$5,179.10
Media Training Workshop* - 2 days (two instructors)						\$35,759.26
Negotiation Techniques: How To Gain Agreement - 2 days						\$12,358.20
Performance Appraisal Refresher - ½ day (a.m./p.m. back-to-back, same day sessions)						\$15,201.84
Performance Appraisal Workshop - 1 day						\$13,339.76
Public Outreach Meetings* - 2 days						\$21,526.85
Selection Interviewing Workshop - 2 days						\$ 6,179.10
Supervising Human Resources - 5 days						\$30,042.96
Team Building (includes MBTI Instrument) - 3 days						\$14,926.11
Totals						\$299,175

***The NRC will provide the videotaping services required under these two courses. A maximum of 12 participant handbooks will be required for Media Training Workshop.**

ADDITIONAL PARTICIPANT HANDBOOK UNIT PRICES

COURSE DURATION	UNIT PRICE
1/2-DAY	
1-DAY	
2-DAY	
3-DAY	
5-DAY	

LEADERSHIP AND SENIOR EXECUTIVE SERVICE CANDIDATE DEVELOPMENT PROGRAMS

Leadership/SES Candidate Development Program**	Estimated # of Units	Cost Per Unit	Total Est. Costs LPP/SES CDP
LPP			\$ 22,896.66
SES CDP			\$ 39,817.68
Coaching			\$ 29,834.45
Materials for SES CDP or LPP***			\$ 15,451.00
TOTAL LPP/SES CDP			\$107,996.79

**It is preferred that the contractor provide one facilitator to conduct each of the programs for continuity.

***Additional LPP/SES CDP Materials Unit Price \$341.09 each

MAJOR REVISIONS TO EXISTING COURSES

Course Duration	Est. No. of Major Revisions to Current Courses	Est. No. of Development Days for Rev. Current Courses	Daily Labor Rate (Unit Cost)	Total Estimated Costs
½ - day				\$
1-day				\$
2-day				\$15,396.60
3-day				\$ 9,478.80
5-day				\$.00
TOTAL				\$24,677.40

NEW COURSE DEVELOPMENT

Est. # of New Course Developed Per Year - 2-day Course	Est. # of Dev. Days Per New Course	Total Est. # of Dev. Days Per Year	Daily Labor Rate (Unit Cost)	Total Estimated Costs for New Course Development
				\$24,449.40
				\$24,449.40

PILOT FOR NEW AND REVISED COURSES

Course Duration	Est. No. of New Pilot Courses	Est. No. of Revised Pilot Courses	Daily Labor Rate (Unit Rate)	Total Estimated Costs
½ - day				\$.00
1-day				\$.00
2-day				\$7,781.70
2-day				\$7,781.70
3-day				\$5,420.73
5-day				\$.00
TOTAL				\$20,984.13

WEB-BASED COURSES

Activity	Estimated # of Courses	Estimated # of Development Days per Course	Unit Price	Total Est. Web-Based Training Costs
Development of Web-Based Course (2-hour course)				\$46,527.95
TOTAL				\$46,527.95

TRAVEL COSTS

Regions	Estimated No. of Trips	Est. Average Cost per Round Trip (including per diem)	Total Estimated Travel Costs
Headquarters			\$.00
Region I			\$12,522.36
Region II			\$ 9,741.20
Region III			\$ 8,348.16
Region IV			\$11,112.70
LPP/SES CDP		\$ N/A	\$.00

Pilot New Courses		\$ N/A	\$.00
Total			\$41,724.42

TOTAL ESTIMATED COSTS OPTION YEAR ONE

\$565,735.00

B.2.3 OPTION YEAR TWO**EXISTING COURSES**

Course Title	Hqs.	RI	RII	RIII	RIV	Unit Price	Total Est. # of Courses	Total Est. Costs
Coaching & Counseling Skills for Managers - 2 days								\$12,728.96
Coaching and Mentoring Workshop - ½ day								\$2,609.64
Conducting and Participating in Meetings - 2 days								\$25,457.92
Effective Communications for NRC Inspectors - 3 days								\$27,856.38
Facilitation Techniques - 2 days								\$6,364.48
Gathering Information Through Interviews For Inspectors - 2 days								\$25,457.92
Human Resources Management Practices - 2 days								\$22,275.68
Interviewing Skills and Techniques for Recruiters - 1 day								\$1,962.85
Loading NRC Inspection Teams - 2 days								\$6,364.48
Loading NRC Work Teams - 2 days								\$6,364.48

Management Workshop - 2 days (includes 360 degree survey instrument)						\$7,328.90
Managing Change - 2 days						\$6,364.48
Media Training Workshop* - 2 days (two instructors)						\$39,922.08
Negotiation Techniques: How To Gain Agreement - 2 days						\$12,728.96
Performance Appraisal Refresher - ½ day (a.m./p.m. back-to-back, same day sessions)						\$15,657.84
Performance Appraisal Workshop - 1 day						\$13,739.95
Public Outreach Meetings* - 2 days						\$22,275.68
Selection Interviewing Workshop - 2 days						\$6,364.48
Supervising Human Resources - 5 days						\$30,950.44
Team Building (includes MBTI Instrument) - 3 days						\$15,373.89
Totals						\$308,150

*NOTE: The NRC will provide the videotaping services required under these two courses. A maximum of 12 participant handbooks will be required for Media Training Workshop.

ADDITIONAL PARTICIPANT HANDBOOK UNIT PRICES

COURSE DURATION	UNIT PRICE
1/2-DAY	
1-DAY	
2-DAY	
3-DAY	
5-DAY	

LEADERSHIP AND SENIOR EXECUTIVE SERVICE CANDIDATE DEVELOPMENT PROGRAMS

Leadership/SES Candidate Development Program**	Estimated # of Units	Cost Per Unit	Total Est. Costs LPP/SES CDP
LPP			\$23,580.54
SES CDP			\$41,012.16
Coaching			\$30,729.38
Materials for SES CDP or LPP***			\$15,914.50
TOTAL LPP/SES CDP			\$111,236.58

**It is preferred that the contractor provide one facilitator to conduct each of the programs for continuity.

***Additional LPP/SES CDP Materials Unit Price

MAJOR REVISIONS TO EXISTING COURSES

Course Duration	Est. No. of Major Revisions to Current Courses	Est. No. of Development Days for Rev. Current Courses	Daily Labor Rate (Unit Cost)	Total Estimated Costs
½ - day				\$ 3,793.80
1-day				\$ 5,449.99
2-day				\$ 7,930.30
3-day				\$.00
5-day				\$.00
TOTAL				\$17,174.09

NEW COURSE DEVELOPMENT

Est. # of New Course Developed Per Year - 2-day Course	Est. # of Dev. Days Per New Course	Total Est. # of Dev. Days Per Year	Daily Labor Rate (Unit Cost)	Total Estimated Costs for New Course Development
				\$25,182.90
				\$25,182.90

PILOT FOR NEW AND REVISED COURSES

Course Duration	Est. No. of New Pilot Courses	Est. No. of Revised Pilot Courses	Daily Labor Rate (Unit Rate)	Total Estimated Costs
½ - day				\$ 1,656.76
1-day				\$ 2,747.51
2-day				\$ 4,007.58
2-day				\$ 8,015.16
3-day				\$.00
5-day				\$.00
TOTAL			\$	\$16,437.11

WEB-BASED COURSES

Activity	Estimated # of Courses	Estimated # of Development Days per Course	Unit Price	Total Est. Web-Based Training Costs
Development of Web-Based Course (2-hour course)				\$47,923.75
TOTAL				\$47,923.75

TRAVEL COSTS

Regions	Estimated No. of Trips	Est. Average Cost per Round Trip (Including per diem)	Total Estimated Travel Costs
Headquarters			\$.00
Region I			\$12,098.08
Region II			\$10,033.40
Region III			\$ 2,592.60
Region IV			\$11,446.10
LPP/SES CDP		\$ N/A	\$.00

Pilot New Courses		\$ N/A	\$.00
Total			\$42,976.18

TOTAL ESTIMATED COSTS OPTION YEAR TWO

\$569,081.00

B.2.4 OPTION YEAR THREEEXISTING COURSES

Course Title	Hqs.	RI	RII	RIII	RIV	Unit Price	Total Est. # of Courses	Total Est. Costs
Coaching & Counseling Skills for Managers - 2 days								\$13,110.84
Coaching and Mentoring Workshop - 1/2 day								\$2,687.92
Conducting and Participating in Meetings - 2 days								\$26,221.68
Effective Communications for NRC Inspectors - 3 days								\$28,692.06
Facilitation Techniques - 2 days								\$6,555.42
Gathering Information Through Interviews For Inspectors - 2 days								\$26,221.68
Human Resources Management Practices - 2 days								\$22,943.97
Interviewing Skills and Techniques for Recruiters - 1 day								\$2,021.74
Leading NRC Inspection Teams - 2 days								\$6,555.42
Leading NRC Work Teams - 2 days								\$6,555.42

Management Workshop - 2 days (includes 360 degree survey instrument)						\$7,549.80
Managing Change - 2 days						\$6,555.42
Media Training Workshop* - 2 days (two instructors)						\$41,119.76
Negotiation Techniques: How To Gain Agreement - 2 days						\$13,110.84
Performance Appraisal Refresher - ½ day (a.m./p.m. back-to-back, same day sessions)						\$16,127.52
Performance Appraisal Workshop - 1 day						\$14,152.18
Public Outreach Meetings* - 2 days						\$22,943.97
Selection Interviewing Workshop - 2 days						\$6,555.42
Supervising Human Resources - 5 days						\$31,678.96
Team Building (includes MBTI Instrument) - 3 days						\$15,835.11
Totals						\$317,395

*NOTE: The NRC will provide the videotaping services required under these two courses. A maximum of 12 participant handbooks will be required for Media Training Workshop.

ADDITIONAL PARTICIPANT HANDBOOK UNIT PRICES

COURSE DURATION	UNIT PRICE
1/2-DAY	
1-DAY	
2-DAY	
3-DAY	
5-DAY	

LEADERSHIP AND SENIOR EXECUTIVE SERVICE CANDIDATE DEVELOPMENT PROGRAMS

Leadership/SES Candidate Development Program**	Estimated # of Units	Cost Per Unit	Total Est. Costs LPP/SES CDP
LPP			\$24,287.94
SES CDP			\$42,242.48
Coaching			\$31,651.22
Materials for SES CDP or LPP			\$16,392.00
TOTAL LPP/SES CDP			\$114,573.64

**It is preferred that the contractor provide one facilitator to conduct each of the programs for continuity.

***Additional LPP/SES CDP Materials Unit Price \$361.86 each

MAJOR REVISIONS TO EXISTING COURSES

Course Duration	Est. No. of Major Revisions to Current Courses	Est. No. of Development Days for Rev. Current Courses	Daily Labor Rate (Unit Cost)	Total Estimated Costs
½ - day				\$ 3,907.60
1-day				\$.00
2-day				\$16,336.40
3-day				\$.00
5-day				\$.00
TOTAL				\$20,244.00

NEW COURSE DEVELOPMENT

Est. # of New Course Developed Per Year - 2-day Course	Est. # of Dev. Days Per New Course	Total Est. # of Dev. Days Per Year	Daily Labor Rate (Unit Cost)	Total Estimated Costs for New Course Development
				\$25,938.30
				\$25,938.30

PILOT FOR NEW AND REVISED COURSES

Course Duration	Est. No. of New Pilot Courses	Est. No. of Revised Pilot Courses	Daily Labor Rate (Unit Rate)	Total Estimated Costs
½ - day				\$ 1,716.76
1-day				\$.00
2-day				\$ 8,255.62
2-day				\$ 8,255.62
3-day				\$.00
5-day				\$.00
TOTAL				\$18,228.00

WEB-BASED COURSES

Activity	Estimated # of Courses	Estimated # of Development Days per Course	Unit Price	Total Est. Web-Based Training Costs
Development of Web-Based Course (2-hour course)				\$49,361.55
TOTAL				\$49,361.55

TRAVEL COSTS

Regions	Estimated No. of Trips	Est. Average Cost per Round Trip (including per diem)	Total Estimated Travel Costs
Headquarters			\$.00
Region I			\$13,285.08
Region II			\$10,334.40
Region III			\$ 8,856.60
Region IV			\$11,789.50
LPP/SES CDP			\$.00

Pilot New Courses			\$.00
Total			\$44,265.50	

TOTAL ESTIMATED COSTS OPTION YEAR THREE

\$554,068.00

B.2.5 OPTION YEAR FOUREXISTING COURSES

Course Title	Hqs.	RI	RII	RIII	RIV	Unit Price	Total Est. # of Courses	Total Est. Costs
Coaching & Counseling Skills for Managers - 2 days								\$13,504.16
Coaching and Mentoring Workshop - ½ day								\$ 2,768.56
Conducting and Participating in Meetings - 2 days								\$27,008.32
Effective Communications for NRC Inspectors - 3 days								\$29,552.62
Facilitation Techniques - 2 days								\$ 6,752.08
Gathering Information Through Interviews For Inspectors - 2 days								\$27,008.32
Human Resources Management Practices - 2 days								\$23,632.28
Interviewing Skills and Techniques for Recruiters - 1 day								\$ 2,082.39
Leading NRC Inspection Teams - 2 days								\$6,752.08
Leading NRC Work Teams - 2 days								\$6,752.08

Management Workshop - 2 days (includes 360 degree survey instrument)						\$7,776.30
Managing Change - 2 days						\$6,752.08
Media Training Workshop* - 2 days (two instructors)						\$42,353.36
Negotiation Techniques: How To Gain Agreement - 2 days						\$13,504.16
Performance Appraisal Refresher - ½ day (a.m./p.m. back-to-back, same day sessions)						\$16,611.36
Performance Appraisal Workshop - 1 day						\$14,576.73
Public Outreach Meetings* - 2 days						\$23,632.28
Selection Interviewing Workshop - 2 days						\$6,752.08
Supervising Human Resources - 5 days						\$32,035.32
Team Building (includes MBTI Instrument) - 3 days						\$15,310.16
Totals						\$326,917.00

*NOTE: The NRC will provide the videotaping services required under these two courses. A maximum of 12 participant handbooks will be required for Media Training Workshop.

ADDITIONAL PARTICIPANT HANDBOOK UNIT PRICES

COURSE DURATION	UNIT PRICE
1/2-DAY	
1-DAY	
2-DAY	
3-DAY	
5-DAY	

LEADERSHIP AND SENIOR EXECUTIVE SERVICE CANDIDATE DEVELOPMENT PROGRAMS

Leadership/SES Candidate Development Program**	Estimated # of Units	Cost Per Unit	Total Est. Costs LPP/SES CDP
LPP			\$ 25,016.58
SES CDP			\$ 43,509.76
Coaching			\$ 32,600.66
Materials for SES CDP or LPP			\$ 16,884.00
TOTAL LPP/SES CDP			\$118,011.00

**It is preferred that the contractor provide one facilitator to conduct each of the programs for continuity.

***Additional LPP/SES CDP Materials Unit Price

MAJOR REVISIONS TO EXISTING COURSES

Course Duration	Est. No. of Major Revisions to Current Courses	Est. No. of Development Days for Rev. Current Courses	Daily Labor Rate (Unit Cost)	Total Estimated Costs
½ - day				\$.00
1-day				\$ 5,781.93
2-day				\$16,826.40
3-day				\$.00
5-day				\$.00
TOTAL				\$22,608.33

NEW COURSE DEVELOPMENT

Est. # of New Course Developed Per Year - 2-day Course	Est. # of Dev. Days Per New Course	Total Est. # of Dev. Days Per Year	Daily Labor Rate (Unit Cost)	Total Estimated Costs for New Course Development
				\$26,716.50
				\$26,716.50

PILOT FOR NEW AND REVISED COURSES

Course Duration	Est. No. of New Pilot Courses	Est. No. of Revised Pilot Courses	Daily Labor Rate (Unit Rate)	Total Estimated Costs
½ - day				\$.00
1-day				\$ 2,914.94
2-day				\$ 8,503.28
2-day				\$ 8,503.28
3-day				\$.00
5-day				\$.00
TOTAL			\$	\$19,521.50

TRAVEL COSTS

Regions	Estimated No. of Trips	Est. Average Cost per Round Trip (Including per diem)	Total Estimated Travel Costs
Headquarters			\$.00
Region I			\$13,663.60
Region II			\$10,644.40
Region III			\$ 9,122.28
Region IV			\$12,143.20
LPP/SES CDP			\$.00
Pilot New Courses			\$.00
Total			\$45,593.48

TOTAL ESTIMATED COSTS OPTION YEAR FOUR \$ 559,768.00

GRAND TOTAL BASE YEAR AND OPTION YEARS \$2,672,252.00

B.3 STATEMENT OF WORK**B.3.1 Background**

The Nuclear Regulatory Commission (NRC) licenses and inspects nuclear reactors, materials, and waste facilities to ensure compliance with applicable codes and standards during all phases of construction, testing, and decommissioning operations to protect the public health and safety and the environment from the effects of radiation. To further its mission, the Commission conducts training programs for its managers, supervisors, and other staff that are designed to strengthen the participants' effectiveness and efficiency in their current positions and to develop their skills and knowledge for future work activities. For over 25 years, the NRC has conducted a variety of in-house supervisory, managerial, technical, and professional development programs. Since 2001, NRC has conducted three, 12-month Leadership Development Programs (LPP) to train individuals (Grades 13 - 15) for supervisory positions and two, 18-month Senior Executive Service Candidate Development Programs (SESCDPs), with an SESCO for 31 individuals currently being implemented. Approximately 65 individuals have completed the LPP and 50 have completed the SESCOs. These programs are functioning effectively and major changes to them are not anticipated.

The services called for in this SOW may be offered at NRC Headquarters and its four regional offices, except for those pertaining to the SESCO and LPP, which are normally conducted in Headquarters.

In 2004 the NRC completed a Training Needs Assessment (TNA) to review the content of the most frequently instructed in-house, NRC courses offered to Grades 7 - SES. The contractor may be requested to revise, as needed, and instruct, the following courses that were reviewed in the TNA: Coaching and Counseling Skills for Managers (2 days), Conducting and Participating in Meetings, (2 days), Effective Communication for NRC Inspectors (3 days), Effective Oral Presentations (3 days), Facilitation Techniques Workshop (2 days), Gathering Inspection Information Through Interviews (2 days), Human Resources Management Practices (2 days), Interviewing Skills and Techniques for Recruiters (1 day), Leading NRC Work Teams (2 days), Managing Change (2 days), Media Training (2 days), Negotiating Techniques: How to Gain Agreement (2 days), Management Workshop--Exploring Emotional Intelligence (2 days), Performance Appraisal (1 day), Public Outreach Meetings (2 days), Selection Interviewing Workshop (2 days), Situational Leadership (1 day), Small Group Dynamics (2 - 3 days), Supervising Human Resources (5 days), and Technical Writing for Supervisors and their Staff (1 day).

The TNA reviewed the Participant Handbook for each course [the courses did not have Instructor Guides] to identify the following elements: learning objectives, course content for each learning objective, Office of Personnel

Management (OPM) Leadership Competencies covered in each course, the relationship of content to level of learning as identified in Bloom's Taxonomy, sequencing and content flow, and instructional methods. The TNA, which will be available to the contractor upon award, includes an analysis of the findings for each of the above elements.

In Fiscal Years 2003 and 2004, 32 separate technical and leadership courses were offered in-house, with each course presented two to eight times during each fiscal year. Twenty-three out of the 32 courses were leadership courses. We anticipate this level of effort to continue over the next five years. Contracting services are needed to instruct the 23 leadership courses listed in Attachment 1, as well as, the other activities described in this SOW.

Attachment 1 describes the estimated leadership courses to be taught and the estimated number of days, times, and places where these courses will be given over the life of the contract, which is subject to change based on NRC's needs. See Attachment 2 for a description of these courses.

B.3.2 Goals and Objectives

B.3.2.1 Goals

The goals of the training program provided under this contract is to:

- Sustain a high performing workforce;
- Maintain and enhance the professionalism of NRC employees;
- Enable the professional staff to meet new challenges confronting them in their positions;
- Prepare employees for management and supervisory responsibilities;
- Improve individual and group performance;
- Provide high quality training at reasonable costs; and
- Build public confidence and trust in the NRC.

B.3.2.2 Objectives

The objective of this SOW is to use the OPM Leadership Framework as defined in the following paragraph to identify, design and implement in-house courses and programs for team leaders, supervisors, and managers in order to guide them in advancing through the NRC management chain. However, since some of the existing NRC in-house leadership courses are for all levels of employees, the audience for all of the activities under this SOW covers grade levels GG-7 through SES.

The OPM Leadership Framework is defined in this SOW as the OPM Executive Core Qualifications, the OPM Leadership Competencies, and the OPM diagram entitled, "The Leadership Journey: Focusing Your Learning for Job and

Organizational Success" [see Attachment 2]. The OPM Leadership Framework associates specific core competencies [Leading Change, Leading People, Results Driven, Business Acumen, and Building Coalitions/Communication] common to all levels of employees and all management levels. Under this framework, each subsequent level within the hierarchy builds upon all of the preceding levels.

The specific objective of this SOW is to obtain a five-year contract (Base Year with Four Option Years) to use OPM's Leadership Framework to redesign the existing courses, provide an Instructor's Guide and revised Participant Manual for each course; instruct the existing courses; design new courses with Instructor Guides and Participant Handbooks for each; and support the design and implementation of the LPP and SESCDP. In addition, the contractor shall use existing materials and data from the TNA to instruct some of the current NRC courses, while the process for redesigning these courses is being undertaken.

B.3.3 Scope of Work

B.3.3.1 The contractor shall be responsible for performing the following activities:

Program Management

- Manage the program and coordinate the performance of all services described in the SOW

Curriculum Review

- Review the data from a 2004 NRC Training Needs Assessment (TNA) of internal NRC leadership courses; and
- Recommend a core leadership curriculum based on the OPM competencies for team leaders, supervisors, and managers.

Curriculum Design

- Redesign, as needed, the internal NRC leadership courses studied in the TNA to add course objectives, eliminate redundancies among all internal courses and add content, when appropriate, to meet objectives of each course;
- Develop Instructor Guides for the existing leadership courses using the format described in this proposal;
- Revise the Participant Handbooks for the existing leadership courses using the format described herein;

- Utilize the TNA and agency needs to develop new courses for team leaders, supervisors, and managers that are not in the existing curriculum; and
- Design, develop, and implement web-based training beginning with Option Year Two of the contract.

Training Delivery

- Instruct existing courses and support leadership development program activities for the SESCDP and LPP at the beginning of the contract to prevent a lapse in providing essential services to NRC staff;
- Instruct and/or facilitate newly designed internal NRC courses and leadership development programs; and
- Facilitate sessions for the LPP and the SESCDP;

Course and Program Updating and Revising

- Update leadership courses and programs; and
- Revise leadership courses and programs.

Evaluation

- Design and implement a Level 1 evaluation tool for NRC courses and leadership programs; and
- Design and implement Levels 2 - Level 4 evaluations as described herein.

B.3.3.2

Program Management

A. General Management and Coordination Responsibilities

As a minimum, the contractor shall be responsible for managing and coordinating the delivery of all services described in this SOW by performing the following tasks:

1. Provide a full-time Project Manager (PM), available Monday through Friday, except for holidays, during normal business hours (e.g. 8:30 a.m. to 5:00 p.m. eastern time), for implementing tasks pertaining to the contract; responding to all NRC training requests in a timely manner; and answering questions about invoicing, scheduling, delivery of course materials, availability of instructors, and other related contractual matters.

2. Ensure that all courses in the curriculum are linked, so as not to overlap or be unnecessarily repetitive in nature.
3. Ensure completion and timely delivery of required contractual reports.
4. Communicate, as appropriate, via e-mail, telephone, fax or letter, concerning contractual matters.
5. Within 30 days of contract award, in coordination with the PO, schedule a set of core courses to be offered during any given fiscal year at NRC Headquarters, and thereafter, on an annual and on an "as requested" basis. Such courses may include those listed in C.1.1, Table 1. Courses in the NRC regional offices shall be scheduled on an "as needed" basis. During the year, the contractor's schedule shall allow for flexibility so that when any region requests a course to be offered in the region, the contractor shall be able to satisfy the request.
6. Schedule additional training sessions for the regions and NRC Headquarters, upon request from the NRC PO, based on need. Such additional scheduling includes clearing the date with the contractor/instructor, pricing the additional cost for the extra session(s), and advising the NRC PO that the date has been confirmed to provide the session(s).
7. Prepare a course schedule on a monthly basis, and if additional courses are scheduled during the month, revise the schedule, and transmit the updated schedule electronically to the PO. The schedule shall reflect the title of the course, the date the course is to be given, the instructor's name, the instructor's telephone, and e-mail address.
8. Schedule courses back-to-back, insofar as it is feasible to do so, in Headquarters of two-to-three days duration, for similar audiences, in order to save on regional employee travel expenses.
9. Review and summarize the evaluations completed by the students in each training course. Provide a monthly report to the NRC PO of these findings.
10. When instructors travel to an area outside their local area, and are qualified to teach more than one course, the NRC will ask the contractor to plan to have the instructor teach two different courses that are of one-to-two days duration, back-to-back, in

order to minimize airfare expenses. The contractor shall be responsible for assuring that instructors are available for the dates agreed upon. Therefore, the offeror shall have available an equally qualified list of backup instructors that have been approved by the NRC PO to assure that the teaching schedule can be maintained. Should an instructor have to change a scheduled date, and no back-up instructor is available, the contractor shall immediately provide the NRC PO with a list of alternative dates from which to choose a new date.

11. Provide the NRC PO with a roster of instructors within 20 days after contract award. The roster of instructors shall include the instructor's full name, e-mail address, and telephone number. Within five days after a new instructor is hired or an instructor is no longer employed by the contractor, an updated roster of instructors shall be provided the NRC PO.
12. Meet periodically (estimated ten times for one-to-two hours during a year) with the NRC PO or other NRC officials, if necessary, to discuss revisions and improvements for changing course materials, billing, material delivery issues, and any other related contractual issues, as necessary.
13. Perform or cancel any training described in this SOW either under orally or written instructions (includes e-mail, telephone or through face-to-face discussions). It is expected that NRC will use a written work order letter to confirm oral requests to perform work.

B. Course Instructors

1. The contractor's PM shall identify and provide fully qualified instructors to conduct the SESCDP and LPP in-house courses and other activities to an estimated class size of 30 participants in each program. The instructors shall have full knowledge and an understanding of the OPM Leadership Framework, as defined in this SOW.
2. The contractor shall ensure that instructors are responsible for reading and understanding the course materials and are capable of conducting classes with an estimated class size of 12 to 30 participants.
3. The contractor shall advise the NRC PO what audio-video equipment each instructor needs, in advance of each course, so that such equipment will be in place when the instructors arrive.

4. The contractor's PM shall ensure that each instructor arrives in sufficient time to ensure that all course materials and handouts required for a particular course are distributed prior to the official start time of the course session.
5. The contractor's PM shall ensure that each instructor has all the information necessary to instruct the course.
6. The contractor's PM shall ensure that the instructor understands that the training room used shall be left in a neat and clean condition. Upon course completion, instructors shall remove all teaching materials, including used flip chart sheets, extra handout materials, etc., that were used in the presentation of the course.
7. The NRC may require that some training courses be conducted by two-way TeleVideo conferencing, so that participants located in the NRC regional offices may participate in the training held at NRC Headquarters. While the contractor will not need to be technically knowledgeable about the NRC's TeleVideo equipment, the contractor shall be able to provide instructors who will have experience adjusting their presentation style to include those virtually participating on a large monitor in the classroom.
8. The contractor shall ensure that all instructors:
 - a. Maintain control of the learning time so that the presentation of information and exercises remain organized and timely (key points and course objectives are stated and met).
 - b. Manage distractions tactfully and consistently control questions that are of minimal interest to the class, as a whole, and can be answered later or individually.
 - c. Provide regular breaks within the overall schedule.
 - d. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples or in some other way help correct problems, and improve class participants' opportunity to learn.

C. Course Materials

1. The contractor's PM shall ensure that the Instructor Guide (IG), the Participant Handbooks (PH) and course handouts are prepared in advance of each course and are distributed to the participants attending each course.
2. The contractor shall ensure that the IGs and PHs and other instructional materials are printed and assembled in a quality fashion (no missing or unreadable pages), and have been approved by the NRC PO.
3. The contractor shall assemble and insert the instructional materials into white binders with front and back pockets in both the IG and the PH. The binders shall be a size appropriate for the materials of the course.
 - a. Each IG or PH shall have a spinal and front artwork cover, depicting the title of the course, the NRC logo, and identifying whether it is an IG or PH binder. In addition, the applicable cover page shall be inserted in a plastic cover as the first page of the IG and the PH. The background of the covers shall be white with dark blue lettering on the white background. The NRC logo shall be in color as indicated in the prototype to be provided to the contractor upon contract award.
 - b. The contractor shall number all pages of the course at the lower right corner of the page in both the IG and the PH with IG or PH indicated, using headers and footers, as appropriate.
 - c. For any revisions made to the IG or the PH, the contractor shall denote the revision date of the training materials on the Table of Contents page in the lower left hand corner, by "Rev 3/4/04," meaning that the materials were revised on March 4, 2004.
4. Any materials provided to the NRC under the contract will become the property of the United States Government and the Government will obtain unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform and display publicly, in any manner, for any purpose and to have or permit others to

do so.

5. Proprietary information shall not be incorporated into the materials delivered under the contract without prior written permission of the NRC Contracting Offer (CO).

D. Personnel Qualifications

The contractor shall provide qualified personnel, including curriculum developers, instructors, and evaluators who have demonstrated ability and current knowledge, based upon formal training, education, and a minimum of five years of experience in analyzing, designing, instructing, and evaluating leadership courses and programs. See Table 1, C.1.1, above for the topics covered in recent NRC courses. In addition, the NRC conducts a 12-month LPP and an 18-month SESCDP.

1. **Qualified Curriculum Designers**

The contractor shall provide qualified curriculum designers of leadership courses who are highly knowledgeable and experienced in instructional systems design, current leadership theories and practices and Federal personnel laws, policy, and regulations, and who must seek to obtain current knowledge of NRC's personnel policy, regulations, and practices.

2. **Qualified Instructors**

The contractor shall provide qualified, experienced primary instructors and fully qualified back-up instructors for each course to teach the NRC courses currently offered (see Table 1, C.1.1) and any other courses that may be designed and developed in the future under this contract.

3. **Qualified Course and Program Evaluators**

The contractor shall provide qualified personnel experienced in course and program evaluation to perform the tasks defined in this SOW.

B.3.3.3 Curriculum Review

- A. **Review of NRC Training Needs Assessment (TNA), the OPM Executive Core Qualifications, and the OPM Leadership Competencies.**

Using the data from the NRC TNA, the definitions and associated behaviors for the OPM Executive Core Qualifications (ECQs), the OPM Leadership Competencies (see <http://www.opm.gov/ses/handbook.asp>), and the OPM Diagram in Attachment 2, the contractor shall:

1. Redefine the target audience for each existing NRC leadership course:
 - 1.1 The first step in this process is to define clear learning objectives for each course, as well, as identify the specific knowledge and skills that are developed through instruction.
 - 1.2 The next step is to associate each of the course objectives and knowledge and skill content areas to a specific competency of the Framework.
 - 1.3 The final step is to look at the distribution of objectives, knowledge and skill content areas across the competencies and determine where the instructional focus of the course lies. Those courses with instruction primarily focused on the core leadership competencies (i.e., Integrity/Honesty, Oral Communication, Interpersonal Skills, Written Communication, Continual Learning, Flexibility, Resilience and Problem Solving) are appropriate to ALL levels of management within NRC.
2. Identify the OPM competencies that are not adequately addressed in the current curriculum for each management level;
3. Identify the courses that should be added to the curriculum so that all relevant competency levels are addressed;
4. Identify a new core curriculum of NRC courses for team leaders, supervisors, and managers;
5. Review the objectives and audience for all courses in the new curriculum to determine alternative delivery options; and
6. Prepare a report summarizing the data collected for this task. This report will be used as the foundation for the Curriculum Design Task described in this SOW.

B.3.3.4 Curriculum Design

A. Revision of Existing Courses

Using the data collected for the tasks in Section C.3.3, the contractor shall follow the instructional systems design process outlined below to update NRC courses in the current curriculum, developing an IG and PM for each course. The materials for these courses should be designed according to the guidelines below. For a list of the courses in the current curriculum, see Table 1, C.1.1.

B. Design of New Courses

1. The NRC anticipates the design and development of new courses of medium complexity for each year, starting with the Base Year. It is estimated that two new two-day courses will be developed during each of the Option Years One through Four. It is estimated that the design and development of new courses will require a maximum of fifteen days per course, plus a first pilot of the developed course(s) with a unit price to be established for each course developed and piloted. The NRC will issue specific requests for such courses to be designed and developed. The courses shall be designed and developed according to the specifications provided in this Statement of Work (SOW).
2. The contractor shall utilize the instructional system design (ISD) approach in designing and developing courses, to include: analysis of NRC's related needs in conjunction with NRC's present curriculum; the design of learning objectives; the development of the instructional approach; the development of instructional materials, the instructor's guide and the participant handbook with lesson plans for each; implementation of pilot session(s) and the development of evaluation forms that the contractor shall use to improve future sessions of any of the courses taught. Newly designed courses shall conform to the following steps:
 - Step 1. Develop a preliminary design and methodology outline for approval by the NRC PO.
 - Step 2. Develop a first and a second draft of student materials for approval by the NRC PO.
 - Step 3. Implement a pilot session and prepare a draft revision to the course materials, as a result of the pilot session for approval by the NRC PO.
 - Step 4. Prepare final materials for presentation of a second pilot session and subsequent revision of course materials, as appropriate, for approval by the NRC

PO.

Step 5. Prepare disks and camera-ready course materials for the NRC PO.

Step 6. Provide the NRC PO with a disk of updated or redesigned course materials.

3. A second pilot test may be necessary if the first pilot indicates major changes are needed to improve the course. It is not expected that the NRC would pay for a second pilot. All course design/development issues should be worked out prior to the first pilot. In any event, upon acceptance by the NRC, the course will become part of the regular curriculum of NRC courses and presented on a continuing basis, as long as needed.
4. In designing new courses, a variety of state-of-the-art media shall be used, such as: standup instruction, multipoint equipment, LCD slides (Power Point), DVD disks, or VCR tapes, and blended web-based self-study to promote learning.
5. After acceptance of the course by the NRC, the course will be added into NRC's Leadership Training curriculum. The following definitions of complexity will assist the contractor in determining the level of effort required to develop a new course:

Low complexity, using previously designed materials;
Medium complexity, designing original materials; and
High complexity, complex subject-matter and working with subject matter experts.

C. Design of Web-based Training

1. The contractor shall prepare web-based training programs as an alternative or supplement to the NRC's instructor-led courses for its management staff. The offeror shall be capable of providing effective, interactive web-based instructional materials using software specified by the NRC for its instructional technology infrastructure, such as: ReadyGo or Macro Media products, like Dreamweaver. Design and development of web-based courses shall be in accordance with ISD training principles and NRC guidelines.
2. Web-based course development will vary in complexity according to the training objectives, as follows:

- Low complexity - Text-based, page turner. Stable, factual information, such as learning facts, concepts, and terminology with minimal questions and answers, like true/false.
- Medium complexity - Modulized, interactive, more sophisticated navigational and tutorial tools. Stable, factual information, such as learning facts, concepts, and terminology with average graphics, and interactive exercises involving a minimal use of case-study problem solving.
- High complexity - Animation, specific details, ability to drill down for more details and test mastery. Information that needs some interpretation and involves case-study simulations with feedback.

4.
 3. All web-based training, whether of low, medium, or high complexity, shall have objectives and a training summary.
 4. During the base year and Option Years One through Three of the contract, if it is estimated that a maximum of four two-hour web-based courses of medium complexity will be designed, developed, and available, for a total of four web-based training requiring an estimated total of 35 development days for each course. Should additional web-based training courses be needed, this will be accomplished through modification to the contract in accordance with the Change Clause. After development and acceptance by the NRC, the web-based training will be accessible to NRC employees on the website and capable of being completed in two hours time. Provision shall be made in the design of web-based training for partial completion of the web-based training and allow for re-access where the interruption occurred through the NRC's Learning Management System (LMS). The Web-based training courses shall be SCORM compliant with the NRC's LMS.

D. Design and Implementation of Leadership Development Programs

1. On an as needed basis, the contractor shall be responsible for developing and/or modifying the program design for each new SESCDP and LPP, according to the guidelines provided by the PO of these programs.
2. Each program is estimated to occur annually, although for some years, during the contract period, a program may be skipped to meet the changed needs of the NRC to fill leadership positions.

- 3 Anticipated tasks for the duration of each program is for the contractor to work with the LPP and SESCDP PM to discuss the design for each new program; update the participant handbooks for each new program; facilitate one 1-day orientation session for the participants in each program; facilitate two ½ -day coaching sessions for the advisors to the participants in each program; act as a facilitator to observe how the class members work together and lead discussions for six ½ -day monthly sessions for each LPP; and design and facilitate one 3-day closing session for the participants in each program.

The contractor shall also conduct courses from the NRC in-house curriculum for the participants in the LPP, according to the guidelines in this SOW. It is estimated that the following courses will be conducted: Supervising Human Resources, Human Resources Management Practices, Negotiation Techniques: How to Gain Agreement, Coaching and Counseling Skills, Performance Appraisal, Effective Oral Communications, and Selection Interviewing.

For the SESCDP, as needed, the contractor shall consult with the SESCDP PO to design and facilitate four, one-day monthly sessions, such as case-study sessions, on key leadership topics related to the OPM ECQ's. In addition, the contractor may be requested to provide one-on-one coaching sessions to the SES candidates. It is estimated that up to three sessions will be provided to each candidate, for no more than two hours each session.

4. Approximately four months prior to the start of a new SESCDP and/or LPP initiative, a kick-off meeting will occur with the NRC and the contractor at NRC Headquarters in Rockville, MD, to review the evaluation of the prior program. As a minimum, the following topics will be covered during the meeting(s): goal and necessary program enhancements; major program objectives; and the roles and responsibilities of the contractor. At that time, the NRC will provide the contractor with a copy of the prior program design, participant handbook and any other related materials for all the courses that candidates are required to take.
5. Within four weeks after the kick-off meeting, the contractor shall provide the PO of the SESCDP and the LPP the following information: the objectives and methodology for the activities the contractor will design and implement for the program; an outline of the components in the participant handbook; the objectives for the orientation session; a design for advisor coaching sessions; and

an overview of closing activities, for each of the development programs.

6. Within two weeks after receipt of the draft deliverables, the PO for the SESCDP and LPP will provide comments to the contractor. It is anticipated that a meeting will be held between the NRC PO's and the contractor at NRC Headquarters in Rockville, MD, to discuss the comments and to discuss in more depth required contents of each program's participant handbook.
7. Within six weeks after receiving NRC's comments, the contractor shall provide a revised program design and a draft participant handbook.
8. Within two weeks of receipt the draft handbook and revised program design, the SESCDP and LPP PO will provide to the contractor any comments on the manual or program design. At that time, the contractor may request a meeting with the PO to discuss and clarify any aspect of the manual or program that is not clear.
9. Within two weeks after the contractor has received the SESCDP and LPP NRC PO's comments on the final draft, the contractor shall deliver a final program design and PH to the NRC PO.
10. Beginning with Base Year One, and continuing through Option Years One through Four, the annual estimated level of effort for SESCDP activities is 28 days.
11. Beginning with Base Year One, and continuing through Option Years One through Four, the annual estimated level of effort for LPP activities is 18 days, excluding the courses the contractor conducts for this program.

E. Design of Training Materials for Instructor-led Courses

For any new or revised course(s), the contractor shall follow the guidelines below to develop and/or modify the following materials:

1. Design of Instructor Guides (IG)

- 1.1. At a minimum, the IG for all in-house, leadership courses shall include an introductory section with the following information:

Overview of Course

- Course Prerequisites – any previous course work and/or on-the-job experience/practice considered essential to the level of instruction addressed in the course
- Target Audience – a description of the characteristics of the audience for whom the course is developed. Generic descriptions (e.g., all NRC managers) should be avoided.
- Course Purpose and Goals – these are summary statements describing the entire course
- Explanation of how the OPM Leadership Framework is addressed in the course, including the specific OPM leadership competencies that are covered
- Examples of on-the-job behaviors related to competencies that participants can practice to assist them in transferring the knowledge and skills discussed in the course to their jobs
- Course Objectives – these may be either terminal or enabling objectives; if terminal, then enabling objectives shall be defined at the lesson level
- Job Aid - a one-page summary of the key elements in the course that can be a resource for on-the-job application
- Glossary of terms - this is a list with definitions of the key terms for the subject-matter of the course
- Bibliography - this is an annotated bibliography of current books, articles, and other resources related to course topic

Course Logistics

- Daily Schedule – this is a detailed agenda delineating, by instructional day, the amount of time allocated to every topic including introductions, reviews, breaks, lunch periods as well as content-specific topics.
- Adjustments to Schedule – recommendations for adjusting/modifying the daily schedule are identified.
- Lead Instructor – describes the role and responsibilities of the primary instructor/facilitator.

- This is NOT a resume or biographical sketch of a specific instructor/facilitator; it is intended to define the requirements of the lead instructor/facilitator for the course (e.g., areas of relevant expertise, specific skills required).
- Guest Instructor, Speakers & Facilitators – for courses where several individuals will hold responsibility for instruction, this outlines the instructional content requiring specialized instructors/speakers and the experience required of these individuals.
- Class Size – defines minimum and maximum class size for the course.
- Course Materials and Equipment – a detailed list of all materials and equipment required to conduct the course; serves as a checklist for the course organizer and lead instructor.
- Training Room(s) – describes the facility requirements to support the conduct of the class including break-out rooms/areas and arrangement of the furniture.

Instructor Preparation

- Provide a detailed description of what the instructor(s) must do to prepare to conduct the course; covers amount of time needed for preparation, space/facility/equipment requirements and a detailed set of steps to be followed to prepare for the delivery of instruction.
 - Provide an annotated bibliography of publications related to the topic that can also be used by participants after the training.
1. 2. At a minimum, each lesson in the Instructor's Guide (IG) should:
- Identify the participant handouts, the pages the lesson addresses from the Participant Handbook, and the equipment and supplies needed.
 - Provide an overview of what is to be addressed, including the leadership competencies to be covered; the lesson objectives; and, if appropriate, a transition statement from the information covered in the previous lesson.

- Discuss, in detail, instructions for teaching each topic of the lesson.
- Summarize the lesson content and, as appropriate, an end-of-lesson assessment.

- 1.3 The format of the IG should include, as a minimum, the following sections:

Table of Contents

Introduction

Overview of Course (Purpose, Objectives, and Relationship to OPM Framework in terms of ECQs, competencies, and behaviors)

Course Logistics

Preparation for Instructor

Lesson Plans

Resources

Glossary of terms

Slides or transparencies, if appropriate

Resource materials, including one-page Job Aids as applicable summarizing key concepts from course

Annotated bibliography

- 1.4 The IG should include tabs with the title of each major section and tabs with the title of each subsection in the Resources Section.
- 1.5 All IG and course materials shall be provided to the PM in electronic format and camera-ready hard copy.

2. Design of Participant Handbooks (PH)

At a minimum, the contractor shall prepare a PH for each course that includes at least the following components:

2.1 Overview of Course

The Overview section of the course shall contain, as a minimum, the following information:

- Course Purpose and Goals – these are summary statements describing the entire course
- Explanation of how the OPM Leadership Framework is addressed in the course, including the specific OPM leadership competencies that are covered
- Course Objectives – these may be either terminal or enabling objectives; if terminal, then enabling

- objectives shall be defined at the lesson level
- Course and Daily Schedule—this is a detailed agenda estimating, by day, the amount of time allocated to every lesson, breaks, and lunch periods

2.2 Format for Each Lesson

The format for the lessons should include, as a minimum, the following:

- Lesson Objectives
- Explanation of Competencies Covered
- Examples of On-the-Job Activities for practicing competencies addressed in lesson
- Copies of slides associated with lesson topics with space for participant notes
- Exercise/Activity sheets
- On-the-job aids, as applicable
- Additional materials, as applicable
- Lesson Summary

- 2.3. The format of the Participant Handbook (PH) should include, as a minimum, the following:

Table of Contents

Instructor's Bio

Introduction (Purpose of the course, Course Objectives, Competencies Covered, Agenda and Schedule)

Lesson Plans

Resources (Glossary of terms, Reference materials, and Annotated bibliography)

- 2.4 The PH should include tabs with the title of each major section and tabs with the title of each subsection in the Resources Section.

- 2.5 All PH and course materials shall be provided to the NRC PM in electronic format and camera-ready hard copy.

3. Design of Visual Aids

The visual aids for each course may include any or a combination of the following teaching aids: videotapes, LCD slides (PowerPoint), readings, instruments, and other interactive learning materials.

At a minimum, the criteria for transparencies or slides for each course should address the following:

- * General style conventions – (e.g., active versus passive voice, sentence structure, pronoun use, use of articles, hyphenation)

- Rules for use of acronyms and abbreviations
- Font types and sizes
- One slide per page
- Type(s) and use of bullets
- Spacing rules
- Punctuation rules
- Capitalization rules
- Use of numbers
- Location and size of graphics
- Maximum number of characters per slide
- Use of color and other text enhancements (e.g., boldface, italics, underlining)

F. Revisions for Course Materials

1. From time to time, the NRC will require modifications to its programs and courses to meet the current needs of the agency. The contractor shall be responsible for ensuring that any modifications are reflected in the course materials (IG or PH). Course material changes may be minor or major, as described below:
 - a. **Minor changes.** The contractor shall make minor changes to the program courses, at no additional cost to the Government, to maintain accuracy and relevancy of the teaching materials and to reflect participant comments on the value of a topic taught, such as whether more emphasis should be placed on a particular topic or whether a topic has no relevancy or is redundant to material taught in another course of the program (unless purposely included). Examples of minor changes are an edit to a course handout, a date change, and the deletion or addition of NRC-provided materials.
 - b. **Major changes.** The contractor may be requested to make major modification to a course or program. Examples of major changes are if another course is folded into an already existing one, a course is completely revised and new material is added, or a course is redesigned or restructured in a number of areas. Beginning with the base year of the contract, it is estimated that a total eight courses will require major revisions and three course will require major revisions during each of the option years of

the contract. It is estimated that each of these course revisions will require ten to eighteen days of effort for each course revised (depending on the length of the course.) The contractor shall pilot each course after making the major revisions. Should additional effort be required, this will be accomplished through modification to the contract in accordance with the Changes clause.

B.3.3. 5 Training Delivery

A. Instruction of Existing Courses During Review Process

At the beginning of this contract, the contractor shall be responsible for instructing essential courses in the existing leadership curriculum to avoid a lapse in providing these courses to NRC staff. This activity will also allow instructors to assess the NRC learning environment, the training audience and the design of each of the courses.

1. The contractor shall ensure that all instructors for existing courses have the credentials and expertise in the subject-matter and are given adequate time to review all course materials so they are fully prepared to deliver each course.
2. When the contract is awarded, the contractor shall be provided with the current handbooks for each course to be taught. The contractor shall provide qualified instructors to teach these courses. As a guide, see Table 1, C.1.1 for the courses in the existing NRC curriculum that may be included in the courses the contractor is asked to instruct.

B. Instruction of New Leadership Courses

1. During the course of this contract, the contractor may be asked to instruct new leadership courses.
2. The contractor shall ensure that all instructors for new courses have the credentials and expertise in the subject-matter area and are given adequate time to review all course materials so they are fully prepared to deliver each course.

C. Additional Resources

Should the instructor propose to use specific DVDs, CDs, videotapes, LCD slides, and books which are not part of the approved course materials, the contractor shall furnish one copy of such materials to the NRC PO for review and approval prior to use.

B.3.3.6**Evaluation of Courses and Programs****A. Level One Evaluations at Beginning of Contract**

1. At the beginning of the contract, the contractor shall design a standard course evaluation form for participants to complete after each course to measure their immediate response and satisfaction with the course.
2. Each course instructor shall collect the evaluation forms at the end of each class, duplicate them, and give a copy of all completed evaluations to the NRC PO on the day the course ends.
3. The contractor shall review the participant evaluations to determine if major or minor changes to any given course would improve the instruction for the purpose of providing greater learning potential and performance of the participants and make any recommendations for improvement.
4. The contractor shall summarize the findings on each evaluation form in the monthly report and provide the summary to the PO within one month of course completion.

B. Levels One through Four Course and Program Evaluation

The contractor shall be responsible for using Evaluation Levels One through Two, as defined by Donald Kirkpatrick. On an as needed basis, the contractor shall use evaluation levels One, Two Three and Four Return on Investment (ROI) techniques, as defined by Jack Phillips, and provide an annual report to evaluate the NRC training courses and leadership development programs. To accomplish this, the contractor shall:

1. Design a standard course evaluation form for participants to complete after each course to measure their immediate response and satisfaction with the course.
2. Collect data on the level of improvement in knowledge and skills and the confidence of the participants using them on the job.
3. Measure the extent to which course participants apply what they learned as related to their jobs.
4. Develop application impact objectives. —
5. Develop data collection plans.
6. Collect various types of hard and soft data. -
7. Isolate the effects of the program.
8. Convert data to monetary values. ———

9. Tabulate appropriate program costs.
10. Calculate the ROI.
11. Identify the intangible benefits.

When levels three and four evaluation is required, a task order request will be issued to the contractor by the Contracting Officer, in accordance with the task ordering procedures outlined in the contract.

C. Personnel Qualifications

In order to be able to provide these services, the contractor shall have experience in using Kirkpatrick's four levels of evaluation, as well as, experience in using ROI techniques to measure training and leadership development programs, such as, the NRC's LPP and SESCO.

B.3.3.7 Course Presentation Locations, Cancellations, Length, and Time

- A. Course Presentations Locations. Courses may be offered in NRC training facilities in Headquarters (Rockville, MD), Region I (King of Prussia, PA), Region II (Atlanta, GA), Region III (Lisle, IL), and Region IV (Arlington, TX). Special course offerings for each of the four NRC regions are generally scheduled when the regional training contact requests the training through the PO.
- B. Cancellations. The NRC will cancel a course when there is insufficient enrollment not later than five workdays prior to the beginning of the course session. The NRC may reschedule the session for a mutually agreeable date without additional cost to the NRC. If for any reason, the NRC fails to give either written (includes e-mail) or oral notice to the contractor within the five-workday period, the CO will negotiate an equitable adjustment. Should the NRC have to close down due to an emergency situation, and it is not within the five-workday limit, the contractor shall reschedule the course on a mutually agreeable date without additional cost to the NRC.
- C. Course Length and Starting Time. Course sessions shall begin at 8:30 a.m. and end at 4:00 p.m., unless otherwise stated at the time of scheduling.

B.3.3.8 Travel

- A. Travel costs such as mileage and parking or metro fares within the local contractor's area will not be allowed. Headquarters parking will not be provided by the NRC.

- B. If an instructor is away from their place of residence and requests flight arrangements be made from a location other than his/her place of residence, the NRC will not be obligated to pay the increased costs.
- C. All travel shall be in accordance with Government Travel Regulations in effect at the time the travel is undertaken.
- D. The contractor shall be responsible for making all travel arrangements for its instructors. All travel expenses shall be reasonable and within the Government allowance. Should the contractor be unable to obtain a reasonable Government fare or the situation calls for unplanned sessions in either the regions or in headquarters (if any qualified instructor does not reside in the Washington Metropolitan area), the NRC PO must be contacted. The NRC PO will contact the NRC CO for advice and resolution of the matter. After completing the travel, the contractor shall submit itemized copies of receipts for travel expenses when invoicing the NRC such as: lodging statement, airline ticket, rental car receipt, or cab receipt(s).

B.3.3.9 Contractor Deliverables and Delivery Locations

- A. Training Course Materials. The contractor shall provide training course IG and PH, LPP, and SES CDP Design and PH for each participant. Each time the materials are developed or updated, the contractor shall provide to the NRC PO, two camera-ready copies and a 3-inch floppy disk or CD with materials in WordPerfect (8.0 or a higher version) and in a Portable Document Format (PDF) version. The disk submissions must be express-mailed using a delivery service.
- B. The contractor shall provide a course roster of instructors to be utilized by the contractor to the NRC PO, 20 days after a contract award, and subsequent updates shall be submitted within 5 workdays after the revision has been made.
- C. The contractor shall provide a course schedule showing all courses currently scheduled, with appropriate annotation as to course title, date, location, instructor, and work order number, if known, to the NRC PO within 20 days after contract award.
- D. The contractor shall electronically submit to the PO and Contract Specialist, no later than the tenth of each month, as applicable, the following reports:
 - 1. Monthly financial report of all transactions during the previous month, such as: date and location of courses, activities, work order letter numbers, dollars committed on all work orders to date,

remaining balances of a particular work order, and any outstanding work order letter numbers not yet invoiced.

2. Monthly report summarizing the tasks performed during the previous month (including program management activities, instruction of courses, a summary of data from course evaluations, and any other pertinent data, or any issues that need to be addressed.
 3. Within five working days after completion of each course, the contractor shall provide a summary of the results of the course evaluations obtained from the course participants. The report shall include evaluation data compiled using Donald Kirkpatrick's Levels One and Two. At a minimum, the report shall provide the instructors' assessments of what was accomplished in the course.
 4. Final report upon completion of the contract (includes Base Year and Option Years One through Four). This report shall comment on the value to NRC and the participants of the programs and training courses as reflected in the evaluation data.
- E. The contractor shall deliver to the following addresses, as applicable, all course materials for scheduled classes, a minimum of five workdays prior to a scheduled date of presentation:

Mary Holmes, PDC Operations Manager
U.S. Nuclear Regulatory Commission
Professional Development Center
11545 Rockville Pike
Room T-3 B3
Rockville, MD 20852
(301) 415-7750

The name of the course and the date the course is scheduled to be given shall be noted on the delivered course material package(s).

Project Officer Materials, if sent by messenger
Carolyn B. Bassin, Project Officer
U.S. Nuclear Regulatory Commission
Office of Human Resources
Human Resources Development
11545 Rockville Pike
Rockville, MD 20852
(301) 415-7099

The messenger shall deliver the package to the mail room in O-P1-37 and the NRC will take the package, deliver it to the Project Manager and get a delivery receipt.

Project Officer Materials, not sent by messenger
Carolyn B. Bassin, Project Officer
U.S. Nuclear Regulatory Commission
Office of Human Resources
Human Resources Development
Mail Stop T-3 D45
Washington, DC 20555
(301) 415-7099

The contractor shall send course materials to the applicable region when courses are offered in a region in sufficient time (generally two full weeks) prior to a course presentation. For each of the NRC's four regions, the following addresses shall be used until further notice:

Ms. Christine O'Rourke
U.S. NRC, Region I
475 Allendale Road
King of Prussia, PA 19406-1415
(601) 337-5700

Ms. Nancy Sanford
U.S. NRC, Region II
61 Forsyth Street, SW
Atlanta, GA 30303-8931
(404) 562-4846

Ms. Chad McCormick
U.S. NRC, RIII
2443 Warrenville Road
Suite 210
Lisle, IL 60532-4352
(630) 829-9555

Ms. Sandra Lindsay
U.S. NRC, RIV
611 Ryan Plaza, Suite 400
Arlington, TX 76011-4405
(817) 860-8100

B.3.3.10 Period of Performance

The period of performance shall be one year after date of award through the following twelve months with four one-year option periods (Base Year and Four Option Years).

B.3.3.11 Government-furnished Facilities, Supplies, and Equipment

A. The NRC will provide the following facilities, equipment and supplies:

1. Training facilities for conducting the courses in NRC's Headquarters and in each of its four regions.
2. Easels and flip charts.
3. Name tent cards.
4. VCR/VTC/LCD/video camera equipment.
5. TV monitors.
6. Computer Setup for PowerPoint Slides
7. Overhead projector.
8. Blank VCR/DVD tapes for media training
9. Writing pens and paper.
10. Highlighter marking pens.
11. Dry erase markers.
12. Pins for attaching participants' flip chart work sheets to special wall boards.
15. Microphone.

SECTION C - CONTRACT CLAUSES**C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

**C.2 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003

**C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL
ITEMS (APR 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

☐ (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) of 52.219-5.

☐ (iii) Alternate II (JUNE 2003) of 52.219-5.

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (iii) Alternate II (OCT 1998) of 52.219-23.

☒ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☐ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or

for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through through one year..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$123,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$613,000.00;

(2) Any order for a combination of items in excess of \$613,000.00;

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration of the contract.

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

C.9 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate-of-possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of

retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this

contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.10 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.11 PROJECT OFFICER AUTHORITY (FEB 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Carolyn B. Bassin

Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Mail Stop T-3-D-45
Rockville, MD 20850

Telephone Number: (301)415-7352

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of

Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements. (2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

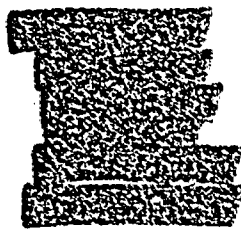
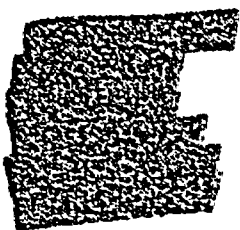
(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.â€œ

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

C.12 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:



The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting

officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.13 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;—
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

**C.14 2052.216-73 ACCELERATED TASK ORDER PROCEDURES
(JAN 1993)**

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

**C.15 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS
(DPVS) (OCT 1999)**

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

**C.16 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR
DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)**

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

- (b) The NRC may authorize up to eight reimbursable hours for the contractor to document, in writing, a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the specified eight hour limit.
- (c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.
- (d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.
- (e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.
- (f) The DPV, while being brief, must contain the following as it relates to the subject matter of the contract:
- (1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.
 - (2) A description of the submitter's views and how they differ from any of the above items.
 - (3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.
- (g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.
- (h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.
- (i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.
- (j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

**C.17 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT
-ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$215,070.00 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46. (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

C.18 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.19 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

C.20 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan

(OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT

TITLE

1

Billing Instructions for Fixed Price Contracts

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

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